

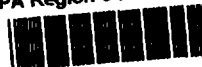


Tara K. Callahan  
Direct: 259-2457  
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E.L.  
6/18/03

June 18, 2003

EPA Region 5 Records Ctr.



285163

**VIA OVERNIGHT MAIL**

William Ryczek  
Emergency Enforcement & Support Section, SE-5J  
U.S. EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Re: RRG/Clayton Chemical Superfund Site  
Koch Industries, Inc. Response to 104(e) Information Request

Dear Mr. Ryczek:

Enclosed please find Koch Industries, Inc.'s ("Koch") response to your May 19, 2003 104(e) Information Request regarding the RRG/Clayton Chemical Superfund Site in Sauget, Illinois ("Site"). Pursuant to telephone conferences with Mr. Tom Turner in your office, Koch obtained an extension through Friday, June 20, 2003 in which to submit its response to your office.

If you have any questions or comments regarding Koch's response, please do not hesitate to contact me.

Sincerely,

*Tara K Callahan*  
Tara K. Callahan *T.K.C.*

cc: Tom Turner

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and Bryan Cave,  
A Multinational  
Partnership  
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**KOCH INDUSTRIES, INC. RESPONSE  
TO EPA REGION V'S 104(e) INFORMATION REQUEST FOR  
RRG/CLAYTON CHEMICAL COMPANY SUPERFUND SITE**

**1. Identify all persons consulted in the preparation of the answers to these Information Requests.**

*Koch Industries, Inc. ("Koch") made verbal inquiries to numerous employees. In addition, Koch sent out an e-mail to the Compliance Directors of each Koch subsidiary company and the Compliance Directors of other entities formerly and currently related to Koch, including Koch Pipeline Company L.P., Koch Chemical Technologies Group, and Flint Hill Resources, asking for responses from anyone with information regarding Koch's possible connection to Clayton Chemical Company, Resource Recovery Group, RRG, Tom Lightfoot, John Seline, Schiber Truck Company, or the Site. Nonetheless, none of the people contacted had knowledge of the information included in Koch's e-mail request. The following individuals were responsible for investigating / consulted with regarding any possible Koch connection to the site:*

*Tara Callahan  
Bryan Cave LLP  
211 North Broadway, Suite 3600  
St. Louis, MO 63102-2751  
(314) 259-2457*

*Laurie Sahatjian  
Koch Industries, Inc.  
4111 East 37<sup>th</sup> Street North  
Wichita 67220  
(316) 828-8499*

*Rob Knapp  
General Counsel  
Koch Pipeline Company, L.P.  
4111 East 37<sup>th</sup> Street North  
Wichita 67220  
(316) 828-4550*

*Mark McMahon  
Compliance Manager  
Koch Pipeline Company, L.P.  
P.O. Box 64596  
St. Paul, MN 55164  
(651) 437-0902*

**2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.**

*Based upon the limited information given to Koch by EPA Region 5 concerning the RRG/Clayton Chemical Superfund Site (the "Site") and Koch's alleged relationship with the Site, Koch has conducted a*

*good faith investigation in order to identify any documents or information relating to Clayton Chemical Company, Resource Recovery Group, RRG, or the Site. To date, Koch has not located any internal documents associated with Clayton Chemical Company, Resource Recovery Group, RRG, or the Site.*

*Koch Industries, Inc is a world-wide corporation with numerous subsidiaries, sister corporations and related entities. Accordingly, Koch's first step in responding to this Information Request was to determine which Koch entity may have transacted with Clayton Chemical Company, Resource Recovery Group, RRG, or the Site. To that end, Koch sent out the e-mail discussed above to each of Koch's Compliance Directors and also reviewed company records. However, Koch did not locate any documents regarding any possible connection with the site, or any employees who recall a connection with the Site. Likewise, Koch Pipeline Company, L.P., a related Koch entity discussed more fully below, also did not locate any documents responsive to this 104(e) Information Request.*

*In addition to reviewing its own records and questioning its employees, Koch followed up on information provided to EPA regarding Koch's possible connection to the Site and also reviewed Site documents. According to discussions with your office, Margaret Coughlin from Dickinson Wright, informed EPA of Koch's possible connection to the Site. Ms. Coughlin indicated that Tom Lightfoot, a former manager of Clayton Chemical and RRG, provided information to Envirovac that in 1996 waste from a Koch Industries Kansas City pipeline pig cleanup was sent to the Site and placed in tank G-4. Ms. Coughlin's information further indicates that Koch's alleged waste was brokered by John Seline and hauled to the Site by Schiber Truck Company.*

*Based on Ms. Coughlin's information, Koch expanded its search to locate any documents referencing a 1996 Kansas City pipeline pig cleanup. Koch did not locate any documents evidencing such a cleanup. Koch also contacted Tom Lightfoot to discuss his recollection regarding Koch's possible connection to the Site. Tom Lightfoot was a manager of Clayton Chemical from 1996 through 2000. Despite the fact that Margaret Coughlin told EPA that Tom Lightfoot was the "source of information about Koch," Tom Lightfoot did not recall Koch doing business with the site and stated that he did not give Koch's name to anyone. Moreover, Mr. Lightfoot did not recall site records mentioning a connection with any Koch entity. More specifically, Mr. Lightfoot did not recall any information about a 1996 Kansas City pipeline pig cleanup or use of Tank G-4 by Koch. However, Mr. Lightfoot did indicate that Tank G-4 was only used to store non-hazardous materials and that generally, G-4 held used oil. According to Lightfoot, part of Clayton Chemical's business was in recovering and selling used oil. The facility would put used oil into tanks (including G-4) for a fairly long time, let the materials settle, pump off the water that would rise to the top, and then sell the oil to a recycler. Accordingly, while Mr. Lightfoot was not able to help Koch in narrowing its search for the proper entity, his information does suggest that any materials stored in the tank currently attributed to Koch (tank G-4) should be non-hazardous. Moreover, Koch was unable to locate any employees who recognized John Seline's name or recalled doing business with or using John Seline as a broker.*

*To further follow up on the information Margaret Coughlin provided to EPA, Koch conducted a review of RRG/Clayton Chemical manifests, bills of lading and invoices during the relevant time period. In reviewing RRG/Clayton Chemical site documents, Koch located a few Schiber Truck Company, Inc. documents (invoices with corresponding bills of lading and shipping orders) which show that Koch Pipeline in Eagleville, MO may have sent material to Clayton Chemical Company via Schiber Truck Company in January and February of 1992. After uncovering these documents, Koch Pipeline Company, L.P. ("Koch Pipeline") reviewed its records and attempted to locate any individuals who may have been involved with the Site and/or Schiber Truck Company. Koch Pipeline was unable to locate any actual employees with knowledge about the Site or documents evidencing a connection with the site. In addition, Koch Pipeline searched its accounting*

*database and did not find any entries relating specifically to Clayton Chemical or RRG. Koch Pipeline did find evidence of payments having been made to Schiber Truck Company in the mid to late 1990s, but no evidence of payments to Schiber Trucking in 1992. These payments within the accounting system of Koch Pipeline do not indicate the precise service provided by Schiber Truck Company to Koch Pipeline, nor do they reference a location from where or to where items might have been transported by Schiber Truck Company. Koch Pipeline also reviewed company-wide accounting microfilm data to view images of actual invoices but did not locate any such invoices from Schiber Truck Company, or any documents evidencing transactions with the Site.*

*Based on Koch's above efforts in uncovering relevant information, Koch believes that Koch Pipeline is the only Koch entity that may have a connection to the Site. Although Koch Pipeline is a stand-alone, separate company from Koch Industries, Inc., Koch Industries, Inc. is the ultimate parent company of Koch Pipeline. Koch Pipeline is a limited partnership whose General Partner has a Board of Managers which is a separate body from the Board of Directors of Koch Industries, Inc. The remainder of the responses to the EPA's Request for Information come from information gathered and compiled by Koch Pipeline, and such information relates solely to Koch Pipeline's operations. Accordingly, the responses are drafted as if the Request for Information had been issued to Koch Pipeline.*

3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

*Koch Pipeline is not aware of any persons who may have such information or documents.*

4. List the EPA Identification Numbers of the **Respondent(s)**.

*Koch Pipeline operates facilities across the United States and Canada. Therefore, it would be unduly burdensome to list each and every EPA Identification Number for each of its facilities. Moreover, because the only evidence linking Koch Pipeline to the Site are documents referencing a Koch Pipeline Eagleville, Missouri facility, Koch Pipeline shall limit its response to that facility. Koch Pipeline's Bethany Station is located in Eagleville, Missouri. Bethany Station's EPA Identification Number is MOD985806876.*

5. Identify the acts or omissions of any persons, other than your employees, contractors, or agents, that may have caused the **release** or threat of release of **hazardous substances, pollutants, or contaminants**, and damages resulting there from.

*Although this question is vague with regard to context, Koch Pipeline assumes that it is limited to releases and damages at the Site. Accordingly, Koch Pipeline's response is limited to releases at the Site. Koch Pipeline does not have any knowledge regarding any releases or threat of releases at the Site.*

6. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal, or other handling of hazardous substances by you, your contractors, or by prior owners and/operators.

*Questions # 6 and # 7 require very specific information that would be unduly burdensome to provide due to the size and nature of Koch Pipeline's business. Accordingly, the*

*following description shall serve as Koch Pipeline's response to Questions # 6 and # 7. If EPA would like any follow up information on a specific Koch Pipeline office, we will be happy to amend this response and provide further information with a more narrowed scope.*

*Koch Pipeline owns and/or operates pipeline facilities across the United States and Canada, operating approximately 10,000 miles of North American pipelines. Koch Pipeline does not own any product – it transports other companies' products in its pipelines. Koch Pipeline transports primarily the following materials: crude oil, natural gas liquids (including raw and final products), and refined petroleum products (including gasoline, jet fuel, and diesel fuel). Up until October of 2002, Koch Pipeline also transported ammonia.*

*Koch Pipeline's Bethany Station in Eagleville, Missouri is a pipeline staging area that was built in 1981. Bethany Station consists of a pipeline terminal and four 150,000 barrel crude oil tanks. Generally, product in the pipeline bypasses Bethany Station's tanks; however, when needed, product from the pipeline can be diverted into the tanks and held until a refinery is ready to accept the product. The only time that Bethany Station generates transportation related by-products or waste is during a pipeline pig clean-up or a tank clean out.*

7. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous substances or **materials**? If the answer to the preceding question is anything but an unqualified "no", identify:

*Please refer to Koch Pipeline's response to Question #6.*

- a) The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
- b) Who supplied you with such hazardous substances;
- c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;
- d) When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;
- e) Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you; and
- f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

8. As to Koch Industries, Inc.; please provide any known information concerning any containerized waste currently at the Site facility that is directly attributed to Koch

Industries, Inc. Specifically, please provide any information concerning the hazardous substances supplied or generated by Koch Industries to the Site facility for treatment, storage, disposal or transport.

*Other than the information provided to EPA by Margaret Coughlin regarding the alleged placement in Tank G-4 of waste from a 1996 Kansas City pipeline pig cleanup (supposedly on behalf of Koch Industries), Koch Pipeline was not able to locate any information concerning a connection with the Site, or information concerning containerized waste currently at the Site attributed to Koch. Moreover, Koch was not able to verify or substantiate Margaret Coughlin's assertions that the materials in tank G-4 originated with Koch Industries or Koch Pipeline.*

*Based on its review of Site records, it appears that in January and February of 1992, Koch Pipeline may have sent waste oil from Bethany Station in Eagleville, Missouri to the Site. See Koch Pipeline's response to Question #14 below for further information regarding these shipments. Koch Pipeline is currently reviewing Bethany Station records to determine how the materials sent to the Site may have been generated. Koch Pipeline has only identified one document that may relate to the shipments from Bethany Station to the Site. This document, a February 29, 1992 Koch Pipeline Inc. Tank Report, indicates that Tank 30 at Bethany Station was cleaned out in February of 1992. Accordingly, Koch Pipeline believes that any material sent to the Site was most likely off-spec oil removed during the February 1992 tank clean out. The Tank Report is attached hereto at Appendix A (numbered KPL - 001 through KPL - 003).*

8a. As to Sheldon Korlin, Esq., and all parties with current or past association with Mr. Richard Lee, one-time owner/operator of the Site facility; please provide any known addresses (personal or business), locations, last known addresses (personal or business), or other known whereabouts of Mr. Richard Lee.

*This question is not applicable to Koch or Koch Pipeline.*

#### General Financial Questions for All Respondents.

*Pursuant to our conversation with Mr. Tom Turner on June 16, 2003, in which Mr. Turner informed us that we need not comply with this request, Koch shall defer from providing responses to Questions # 9 through # 13 until EPA determines Koch Pipeline's generator status at the Site and requests follow up information.*

9. Identify all liability insurance policies held by Respondent from 1980 to the present. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, nonsudden, or both types of accidents. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

10. Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.
11. If Respondent is a Corporation, respond to the following requests:
- a) Provide a copy of the Articles of Incorporation and By-Laws of the Respondent;
  - b) Provide Respondent's audited financial statements for the past five fiscal years; including, but not limited to those filed with the Internal Revenue Service. If audited financial statements are not available, please state the reasons that they are not available, and provide the financial statements that management would review at the conclusion of each fiscal year;
  - c) Identify all of Respondent's current assets and liabilities and the persons who currently own or are responsible for such assets and liabilities;
  - d) Provide a list of any investments that the Corporation may own. For example, any ownership in stock should list Corporate name, number of shares owned, and price at a current specific date. Ownership of **real estate** should itemize property location, type of property (land, office building, factory, etc.), size of property, purchase price, and current market valuation. These schedules should agree with financial statement presentations.
12. If Respondent is a Partnership, provide copies of the Partnership Agreement.
13. If Respondent is a Trust, provide all relevant agreements and documents to support this claim.
14. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site or [transshipment Site]. In addition, identify the following:

*Koch Pipeline is not aware of any such persons. As discussed above, Margaret Coughlin indicated that John Seline brokered Koch Industries' waste to the Site, but Koch Pipeline is not independently aware of this fact and did not locate any evidence to verify its accuracy.*

*During its review of Site records, Koch Pipeline did locate Schiber Truck Company documents identifying shipments of materials from Koch Pipeline in Eagleville, Missouri to Clayton Chemical Corporation in early 1992. These documents are attached hereto at Appendix B (numbered KPL – 004 through KPL – 39), along with a chart (numbered KPL – 040 through KPL - 041) setting out each shipment's: date, carrier number, and amount in gallons. While these documents appear to connect Koch Pipeline to the Site, as indicated above, Koch Pipeline has not been able to locate any of its own records or documents regarding transactions with Schiber Truck Company between early 1990 and*

2000. Moreover, other than the Tank Report discussed in response to Question # 8, Koch Pipeline has not identified any documents providing information regarding how the materials shipped to the Site may have been generated. However, based on its general practice at Bethany Station and other Koch Pipeline terminals, Koch Pipeline believes that material generated from Bethany Station's 1992 tank clean out was most likely shipped to the Site as a useful commodity. At times, Koch Pipeline sells off-spec oil recovered during a tank clean out or a pipeline pig clean-up to oil reclamation facilities or energy generating facilities as feedstock to either recover/reclaim oil or burn the material as fuel. Although the material in Schiber's 1992 invoices is described as "waste," it is more likely that the material was sold to the Site as an off-spec product and a commodity.

The fact that Bethany Station most likely sold its off-spec oil to the Site makes even more sense in the context at issue here, since Clayton Chemical Company was in the business of recycling and recovering used materials. Additionally, the fact that the invoices, bills of lading and shipping orders were not attached to hazardous waste manifests provides further evidence that the material was most likely not shipped as waste. Even further, if this material ended up in Tank #G-4 at the Site, Ms. Coughlin's information regarding the materials in tank #G-4 indicates that the materials may not have been sent as waste. A June 11, 2003 e-mail from Ms. Coughlin's office to Tom Turner at EPA Region V states: "a former employee of Clayton Chemical by the name of John Seline acted as a broker of the materials that were found in RRG/Clayton Tank #G-4. It is possible that the material was not sent as waste (and thus was not manifested)."

The above description, coupled with Appendices A and B, contain the only information Koch Pipeline has regarding any potential shipments of materials to the Site. As such, Koch Pipeline will not provide further responses to subparagraphs (a) – (q). If Koch Pipeline's continuing review of Bethany Station's records uncovers further information responsive to the subparagraphs below, Koch Pipeline will amend this response.

- a) The persons with whom you or such other persons made such **arrangements**, including, but not limited to [provide list of transporters];
- b) Every date on which such arrangements took place;
- c) For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid) and the process for which the substance was used or the process which generated the substance;
- d) The owner of the waste materials or hazardous substances so accepted or transported;
- e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
- f) All tests, analyses, and analytical results concerning the waste materials;



- g) The person(s) who selected the Site [or transshipment Site] as the place to which the waste materials or hazardous substances were to be transported;
- h) The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
- i) Where the person identified in g. above intended to have such hazardous substances or waste materials transported and all evidence of this intent;
- j) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
- k) What was actually done to the waste materials or hazardous substances once they were brought to the Site;
- l) The final disposition of each of the waste materials or hazardous substances involved in such transactions;
- m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
- n) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
- o) The price paid for (i) transport or (ii) disposal of (iii) or both, of each waste material and hazardous substance;
- p) All documents containing information responsive to a)-o) above, or in lieu of identification of all relevant documents, provide copies of all such documents;
- q) All persons with knowledge, information, or documents responsive to a)-o) above.

1. Identify the viscous material found in a primary above-ground storage tank at the Site facility that has remained at the Site through the present.

15. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.

*Questions # 15 through # 35 are not applicable to Koch Pipeline, since Koch Pipeline never owned or operated the Site and has no knowledge of the information requested. Accordingly, Koch Pipeline shall not provide responses to these questions.*

16. State the dates during which you owned, operated, or leased the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease **arrangement** (e.g., deeds, leases, etc.).

17. Provide information about the Site, including but not limited to the following:

- a) Property boundaries, including a written legal description;
- b) Location of underground utilities (telephone, electrical, sewer, water main, etc.);
- c) Surface structures (e.g., buildings, tanks, etc.);
- d) Ground water wells, including drilling logs;
- e) Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures; and where, when and how such systems are emptied;
- f) Any and all additions, demolitions, or changes of any kind on, under, or about the Site, to its physical structures, or to the property itself (e.g., excavation work); and any planned additions, demolitions, or other changes to the Site; and
- g) All maps and drawings of the Site in your possession.

18. Identify all past and present solid waste units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on the Site [or your property]. For each such solid waste unit identified, provide the following information:

- a) A map showing the unit's boundaries and the location of all known solid waste units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
- b) The type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
- c) The dates the unit was in use;
- d) The purpose and past usage (e. g., storage, spill containment, etc.);
- e) The quantity and types of materials (hazardous substances and any other

chemicals) located in each unit; and;

f) The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit;

g) If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit;

19. Identify the prior owners of the Site. For each prior owner, further identify:

a) The dates of ownership;

b) All evidence showing that they controlled access to the Site; and;

c) All evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned the Site.

20. Identify the prior operators, including lessors, of the Site. For each such operator, further identify:

a) The dates of operation;

b) The nature of prior operations at the Site;

c) All evidence that they controlled access to the Site; and;

d) All evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

21. Provide copies of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

22. Did the Facility ever have "interim status" under RCRA? If so, and the Facility does not currently have interim status, describe the circumstances under which the Facility lost interim status.

23. Did the Facility ever file a notification of hazardous waste activity under RCRA? If so, provide a copy of such notification.

24. Provide all reports, information, or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

25. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology, or air quality on or about the Site? If so, identify:

- a) What the nature and scope of these investigations will be;
- b) The contractors or other persons that will undertake these investigations;
- c) The purpose of the investigations;
- d) The date when such investigations will take place and be completed; and
- e) Where on the Site such investigations will take place.

26. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site. In addition, identify:

- a) When such releases occurred;
- b) How the releases occurred;
- c) The amount of each hazardous substances, pollutants, or contaminants so released;
- d) Where such releases occurred;
- e) Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
- f) Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground or surface), or air testing undertaken; and
- g) All persons with information relating to these releases.

27. [Drains/Inside under a Building] Was there ever a spill, leak release or discharge of hazardous materials into any subsurface disposal system or floor drain inside or under the [PRP] building? If the answer to the preceding question is anything but an unqualified "no", identify:

- a) Where the disposal system or floor drains were located;
- b) When the disposal system or floor drains were installed;
- c) Whether the disposal system or floor drains were connected to pipes;

- d) Where such pipes were located and emptied;
- e) When such pipes were installed;
- f) How and when such pipes were replaced, or repaired; and
- g) Whether such pipes ever leaked or in any way released hazardous materials into the environment.

28. Did any leaks, spills, or releases of hazardous materials occur on the Site when such materials were being:

- a) Delivered by a vendor;
- b) Stored (e.g., in any tanks, drums, or barrels);
- c) Transported or transferred (e.g., to or from any tanks, drums, barrels, or recovery units); or
- d) Treated.

29. Has soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:

- a) Amount of soil excavated;
- b) Location of excavation;
- c) Manner and place of disposal and/or storage of excavated soil;
- d) Dates of soil excavation;
- e) Identity of persons who excavated or removed the soil;
- f) Reason for soil excavation;
- g) Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
- h) All analyses or tests and results of analyses of the soil that was removed from the Site;
- i) All persons, including contractors, with information about (a) through (h) of this request.

30. Describe and document all financial, business and legal relationships between Clayton Chemical Co., and RRG, Clayton Chemical Co. Acquisition, LLC, Specialty Waste, Environmental Operations, Inc., and the individual partners, members, officers and managing or operating boards of these entities.
31. Describe (where possible with supplemental documentation) the current legal status in IL of Clayton Chemical Co. Who founded it? When? What party (ies) was it sold to over the course of its entire history? Who owned it last? When was it acquired? When were taxes last paid on Clayton Chemical Co.? By whom?
32. Provide the same documentation and background history on RRG, Clayton Chemical Acquisition, LLC; Specialty Waste; and, Environmental Operations, Inc.
33. Provide documentation of any and all insurance policies, savings, trust or other financial accounts or other asserts held or maintained by all above-listed organizations, related to the facility at 1 Mobile Avenue, Sauget, IL.
34. Indicate which above referenced party (ies) or group(s) control(s) which accounts or policies listed above, related to the 1 Mobile Avenue, Sauget, IL facility.
35. Please describe the current legal status of RRG, Clayton Chemical Acquisition, LLC; Specialty Waste; and, Environmental Operations, Inc.

## **APPENDIX A**

## KOCH PIPELINE INC. TANK REPORT

DATE; February 29, 1992  
 TIME; 7:00 AM  
 LOCATION; Bethany Mo.  
 TANK NO. 30  
 STEEL (FLOOR) .250 Wall  
 ROOF SUPPORTS; .250 Wall x 2" in Diameter  
 SUMPS; .500 Wall  
 SUCTION; .500 Wall  
 RECEIVE LINE; .250 Wall with saddle  
 ROOF VENTS; No corrosion  
 ROOF SEAL; Good visible condition  
 ROOF LEGS; No corrosion  
 ROOF DRAIN; Good visible condition  
 TANK CHIME; No corrosion or coating disbondment  
 SETTLEMENT; All settlement in this vessal was very minimal, not exceeding 2 to 3 inches in depth and 3 foot in diameter.  
 PREVIOUS REPAIRS; 4 - .250 x 1" in diameter, near center  
 WELDS; No corrosion was visible and all welds were continuous.  
 COATING; Two coat epoxy-- This coating appeared to be applied with a 10 Mil minimum. All welds were stripe\coated.(Brushed) Mil or DFT readings near welds, ranged from 14 to 18 mils. Below are DFT measurements for the remainder of this vessel, following guidelines set forth by SSPC-PA2.

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	14.5/13.5/15	= 43.0 / 3	= 14.3-----	143%
2	13/ 10/ 12	= 35.0 / 3	= 11.7-----	117%
3	11/ 10/ 11	= 32.0 / 3	= 10.7-----	107%
4	10/ 10.5/ 11	= 31.5 / 3	= 10.5-----	105%
5	9.5/ 10.5/11.5	= 31.5 / 3	= 10.5-----	105%
				-----
				57.7 / 5 = 11.5

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	10/ 9.5/ 10.5	= 30.0 / 3	= 10.0-----	100%
2	10/ 13/ 14	= 37.0 / 3	= 12.3-----	123%
3	9/ 9/ 10.5	= 28.5 / 3	= 9.5-----	95%
4	14.5/ 13/ 15	= 42.5 / 3	= 14.2-----	142%
5	11/ 9.5/ 12	= 32.5 / 3	= 10.8-----	108%
				-----
				56.8 / 5 = 11.4



PAGE 2

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	12/ 11/ 9.5	= 32.5 / 3	= 10.8-----	108%
2	9/ 10/ 10.5	= 29.5 / 3	= 9.8-----	98%
3	11/ 9.5/ 12	= 32.5 / 3	= 10.8-----	108%
4	11/ 13/ 10.5	= 34.5 / 3	= 11.5-----	115%
5	11/ 13/ 15	= 39.0 / 3	= 13.0-----	113%

-----  
55.9 / 5 = 11.2

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	12.5/ 11.5/ 11	= 35.0 / 3	= 11.7-----	117%
2	10.5/ 10/ 11	= 31.5 / 3	= 10.5-----	105%
3	9.5/ 10/ 12	= 31.5 / 3	= 10.5-----	105%
4	13/ 10.5/ 11.5	= 35.0 / 3	= 11.7-----	117%
5	11.5/ 11/ 12	= 34.5 / 3	= 11.5-----	115%

-----  
55.9 / 5 = 11.2

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	10/ 10.5/ 11	= 31.5 / 3	= 10.5-----	105%
2	11/ 11.5/ 11	= 33.5 / 3	= 11.2-----	112%
3	11/ 10.5/ 10	= 31.5 / 3	= 10.5-----	105%
4	10/ 9.5/ 10.5	= 30.5 / 3	= 10.2-----	102%
5	11/ 12/ 11.5	= 34.5 / 3	= 11.5-----	115%

-----  
53.9 / 5 = 10.8

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	9.5/ 10.5/ 10	= 30.0 / 3	= 10.0-----	100%
2	10/ 11/ 9.5	= 30.5 / 3	= 10.2-----	102%
3	11/ 10/ 10	= 31.0 / 3	= 10.3-----	103%
4	10/ 11.5/ 12	= 33.5 / 3	= 11.2-----	112%
5	12/ 11.5/ 11	= 34.5 / 3	= 11.5-----	115%

-----  
53.2 / 5 = 10.6

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	13/ 13.5/ 12	= 38.5 / 3	= 12.8-----	128%
2	12/ 12.5/ 13.5	= 38.0 / 3	= 12.7-----	127%
3	10/ 11.5/ 12	= 33.5 / 3	= 11.2-----	112%
4	9.5/ 12.5/ 11	= 33.0 / 3	= 11.0-----	110%
5	11/ 11.5/ 11	= 33.5 / 3	= 11.2-----	112%

-----  
58.9 / 5 = 11.9

SPOT	MIL-READINGS	TOTAL	TOTAL	%
1	13/ 12/ 11.5	= 36.5 / 3	= 12.2-----	122%
2	12/ 12.5/ 11	= 35.5 / 3	= 11.8-----	118%
3	14/ 12.5/ 13	= 39.5 / 3	= 13.2-----	132%
4	12/ 11/ 10.5	= 33.5 / 3	= 11.2-----	112%
5	10.5/ 12.5/ 12	= 35.0 / 3	= 11.7-----	117%

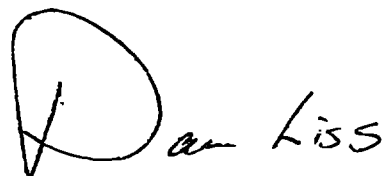
PAGE3

## DEFECTS;

This coating showed no signs of blisters, pinholes, fisheyes, sags, or cracking. Coating was lacking between rooflegs and supports plates. These areas showed no excessive metal loss.

## PREVENTION;

To assist in corrosion prevention, 15 anodes will be added to the interior, 14 anodes will be spaced 33 feet 6 inches apart and 3 foot off of chime(welded to floor), with one anode placed near the the center of this vessel. This work will be completed by MARCH 3, 1992

A handwritten signature in black ink that reads "Dan Liss". The signature is written in a cursive style, with a large, looped "D" and a stylized "Liss".

DAN LISS  
CORROSION TECH.  
COATING INSPECTOR  
NACE LEVEL 3 #2257

## **APPENDIX B**

# SCHIBER

Schiber Truck Company, Inc.  
P.O. Box 68  
Hartford, Illinois 62048

Phone: (618) 254-2514  
Fax: (618) 254-6057

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-08  
DATE: Feb. 3, 1992  
PAYMENT DUE: Feb. 18, 1992

Date	BL	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
-27	001	Koch Pipeline Eagleville, MO Loading Dem:	Clayton Chemical Sauget, IL One (1) hour	5516 G	Waste	F/C 60.00	1028.0 60.0
-27	002	Koch Pipeline Eagleville, MO Loading Dem: Unloading Dem:	Clayton Chemical Sauget, IL Seven and one-fourth (7 1/4) hours Two and three-fourths (2 3/4) hours	3271 G	Waste	F/C 60.00 60.00	1028.0 435.0 165.0
-27	--	Clayton Chemical Sauget, IL Trailer loaded and unloaded at Sauget-product was off-spec. Three and one-fourth (3 1/4) hours	Continental Cement Hannibal, MO		Waste		
-27	3149-0165	Clayton Chemical Sauget, IL	Continental Cement Hannibal, MO	5300 G	Waste	F/C	401.0
-27	4589019	Diosynth Chicago, IL Unloading Dem:	Clayton Chemical Sauget, IL One-half (1/2) hour	6000 G	Waste	F/C 43.00	885.0 21.5
-27	4426011	Purethane West Branch, IA Unloading Dem:	Clayton Chemical Sauget, IL Three and one-half (3 1/2) hours	3993 G	Waste	F/C 60.00	861.0 210.0
-27	3067349	Clayton Chemical Sauget, IL Unloading Dem: Weight Fee	Marine Shale Morgan City, LA Three (3) hours	80 Dr.	Waste	F/C 43.00	1710.0 129.0 5.0
-28	4589020	Diosynth Chicago, IL	Clayton Chemical Sauget, IL	6000 G	Waste	F/C	885.0
-29	3149-0166	Clayton Chemical Sauget, IL Unloading Dem:	Continental Cement Hannibal, MO One (1) hour	5600 G	Waste	F/C 43.00	401.0 43.0

**THIS MEMORANDUM**

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. \_\_\_\_\_

CARRIER: *Schuber Truck*

SCAC \_\_\_\_\_

Carrier's No. *001*  
Date *1-17-92*

TO:  
Consignee *Chapman*  
Street *...*  
Destination *...* Zip *...*

FROM:  
Shipper *Koch Pipeline Inc.*  
Street *RT. 1 Egleville, Mo.*  
Origin *...* Zip *64442*

Route: \_\_\_\_\_

*(Incoming)*Vehicle Number *774-178*

HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS, PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT (Gross)	RATE	LABELS REQUIRED
	<i>5516 gal Oil N.O.S.</i>						
	<i>combustible Liquid, NA 1270</i>						
	<i>NOTE: This used FUEL oil is</i>						
	<i>subject to EPA Regulation under 40CFR PART 266</i>						
	<i>Missouri special waste code D 098</i>						

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD Amt: \$ \_\_\_\_\_

C.O.D. FEE:

Prepaid ☐Collect ☐ \$ \_\_\_\_\_

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the shipper, the shipper shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.  
(Signature of Consignor)

FREIGHT CHARGES

☐ PREPAID ☐ COLLECT

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.  
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation  
Per \_\_\_\_\_

PLACARDS  
REQUIREDPLACARDS  
SUPPLIED☐ YES ☒ NO — FURNISHED BY CARRIER  
DRIVER SIGNATURE: *JP*SHIPPER: *Koch Pipeline Inc.*PER: *...*DATE: *1-17-92*

EMERGENCY RESPONSE

TELEPHONE NUMBER: \_\_\_\_\_

CARRIER: *Schuber Truck*PER: *...*DATE: *1-17-92*

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

SCHIBER TRUCK CO., INC.

**LOADING/UNLOADING REPORT**

CONSIGNEE 1470. 2400000 DATE 1-1-68  
ADDRESS 1470. 2400000 MANIFEST NO. 1470. 2400000  
SHIPPER 1470. 2400000 PRODUCT 1470. 2400000  
ADDRESS 1470. 2400000 GA./LBS. 1470. 2400000  
WAS LOADING/UNLOADING TIME SCHEDULED? YES NO (Circle One)  
IF SO, TIME SCHEDULED TO LOAD/UNLOAD 1470. 2400000  
TIME ARRIVED 1470. 2400000 TIME DEPARTED 1470. 2400000  
REMARKS 1470. 2400000

UNIT NO. 1470. 2400000 CONSIGNEE/SHIPPER 1470. 2400000  
DRIVER 1470. 2400000 BY 1470. 2400000

✓ 8806

4907  
#

②

② Inc.

Bill Schumacher  
Dewell Hill, I 219  
PO Box 1054-6211  
Highland, CO 81111

2000

Koch-002

**THIS SHIPPING ORDER**

must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

Shipper's No. 0002CARRIER: SCHIBER TRUCK CO

SCAC

Carrier's No. 0002-770  
Date 1-28-92TO:  
Consignee CLAYTON CHEMICAL  
Street 1 MOBILE AVE.  
Destination SAUGET ILL. ZipFROM: KOCH PIPE LINE INC  
Shipper  
Street AT. 1 ECLIPSE RD.  
Origin Zip 64442

Route:

Vehicle  
Number 770-176

HAZARDOUS MATERIALS	HM	Kind of Packages Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT (GROSS NET TO CARRIER)	RATE	LABELS REQUIRED
1		32 71 GAL O.I. NOS	NA					1270
		COMBUSTABLE LIQUID 1270						
		REC. 40 CFR. PART 266						
		DO98						

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD Amt: \$

C.O.D. FEE:

Prepaid ☐Collect ☐ \$

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ Per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.  
(Signature of Consignor)

FREIGHT CHARGES

☐ PREPAID ☐ COLLECT

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

PLACARDS  
REQUIREDPLACARDS  
SUPPLIED
☐ YES ☐ NO — FURNISHED BY CARRIER  
DRIVER SIGNATURE: O. Young
SHIPPER: KOCH PIPE LINE INCCARRIER: SCHIBER TRUCK COPER: W. B. BlandPER: O. YoungDATE: 1-28-92DATE: 1-28-92EMERGENCY RESPONSE  
TELEPHONE NUMBER: (816) 878-6953

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading  
9-BLS-A:  
(Rev. 4/91)

KPL - 008



SCHIBER TRUCK CO., INC.

**LOADING/UNLOADING REPORT**

CONSIGNEE Union Chemical DATE 1-29-72  
ADDRESS 1111 Illinois MANIFEST NO. 0002  
SHIPPER Union Chemical Inc PRODUCT Oil 12"  
ADDRESS 1111 Illinois Missouri GRADES 3271  
WAS LOADING/UNLOADING TIME SCHEDULED? YES NO (Circle One)  
IF SO, TIME SCHEDULED TO LOAD/UNLOAD \_\_\_\_\_  
TIME ARRIVED \_\_\_\_\_ TIME DEPARTED 10:45 PM  
REMARKS oil was BITTER / THICK HARD TO  
PUMP  
Flashed OUT 176  
clean  
UNIT NO. 70-176 CONSIGNEE/SHIPPER Union Chemical  
DRIVER Jeff Hamilton BY Jeff Hamilton

Dewell Schlamberg

4907  
30

inc.

9289



CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 004SCH. BERSCAC 5481 Date 2-3-92

(NAME OF CARRIER)

TO: Consignee <u>CLAYTON CHEMICAL CO</u>		FROM: Shipper <u>Koch Pipeline INC</u>	
Street <u>#1 mobile AVE.</u>		Street <u>RT 1</u>	
Destination <u>SAUGET ILL.</u> Zip <u>62201</u>		Origin <u>FAIRVILLE MO.</u> Zip <u>64442</u>	
Route: _____		Vehicle Number _____	

HAZ	HM	Kind of Packages Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
	X	T/T OIL, N.O.S., COMBUSTIBLE LIQUID, NA 1270  4907A				551696L		
NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 C.F.R. PART 266. MISSOURI SPECIAL WASTE CODE 0098								
Received Clayton Chemical 2-11-92 Jim Hanning								

Remit C.O.D. to: Address: _____ City: _____ State: _____ Zip: _____		C.O.D. Amt: \$ <u>COD</u>	C.O.D. FEE: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> \$ _____
NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ Per _____		FREIGHT CHARGES PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>	

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.  
Per \_\_\_\_\_

## SPECIAL INSTRUCTIONS:

SHIPPER: Koch Pipeline INC  
PER: Jim Hanning  
DATE: 2-3-92

EMERGENCY RESPONSE  
TELEPHONE NUMBER: (816) 878-6950

PLACARDS REQUIRED

PLACARDS SUPPLIED

COMBUSTIBLE
☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE: \_\_\_\_\_

CARRIER: Schiber Truck Co.  
PER: Jim Hanning  
DATE: 2/3/92

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 103230 ✓

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

KPL-101

# SCHIBER

uck Company, Inc.

68

, Illinois 62048

Phone: (618) 254-2514

Fax: (618) 254-6057

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-09

DATE: Feb. 10, 1992

PAYMENT DUE: Feb. 25, 1992

Date	B/L	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
2-03	3149-0485	Clayton Chemical Sauget, IL Unloading Dem:	River Cement Festus, MO Seven (7) hours	5533 G	Waste	F/C 43.00	214.0 301.0
2-03	3149-0168	Clayton Chemical Sauget, IL Loading Dem: Unloading Dem:	Continental Cement Hannibal, MO Three-fourths (3/4) hour Three-fourths (3/4) hour	5533 G	Waste	F/C 43.00 43.00	401.0 32.0 32.0
2-03	003	Koch Pipeline Eagleville, MO Loading Dem: Unloading Dem: Weight Fee	Clayton Chemical Sauget, IL Eight and one-half (8 1/2) hours Eight and one-fourth (8 1/4) hours	5500 G	Waste	F/C 60.00 60.00	1028.0 510.0 495.0 5.0
2-03	004	Koch Pipeline Eagleville, MO Loading Dem: Unloading Dem: Weight Fee	Clayton Chemical Sauget, IL Six (6) hours Eight (8) hours	5516 G	Waste	F/C 60.00 60.00	1028.0 360.0 480.0 5.0
2-03	--	In Plant Transfer of product at Sauget, IL Eight and three-fourths (8 3/4) hours				43.00	376.2
2-04	--	In Plant Transfer of product at Sauget, IL Nine and three-fourths (9 3/4) hours				43.00	419.2
2-04	3689871	Chemisphere St. Louis, MO Loading Dem:	Clayton Chemical Sauget, IL One (1) hour	5100 G	Waste	F/C 60.00	219.0 60.0
2-04	3149-0169	Clayton Chemical Sauget, IL Unloading Dem:	Continental Cement Hannibal, MO One and one-half (1 1/2) hours	5533 G	Waste	F/C 43.00	401.0 64.5
2-04	3031261	Penn Alum. Murphysboro, IL Loading Dem:	Clayton Chemical Sauget, IL Two (2) hours	80 Dr.	Waste	F/C 43.00	337.0 86.0

# SCHIBER

Schiber Truck Company, Inc.  
P.O. Box 68  
Hartford, Illinois 62048

Phone: (618) 254-2514  
Fax: (618) 254-6057

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-10  
DATE: Feb. 17, 1992  
PAYMENT DUE: March 3, 1992

Date	B/L	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
03	005	Koch Pipeline Eagleville, MO Loading Dem: Unloading Dem:	Clayton Chemical Sauget, IL Four (4) hours Twenty one and one-half (21 1/2) hours	5200 G	Waste	F/C 60.00 60.00	1028.00 240.00 1290.00
10	3149-0173	Clayton Chemical Sauget, IL Loading Dem: Unloading Dem:	Continental Cement Hannibal, MO One-fourth (1/4) hour One (1) hour	4620 G	Waste	F/C 43.00 43.00	401.00 10.75 43.00
11	3149-0174	Clayton Chemical Sauget, IL Loading Dem: Unloading Dem:	Continental Cement Hannibal, MO One-fourth (1/4) hour One and one-half (1 1/2) hours	5513 G	Waste	F/C 43.00 43.00	401.00 10.75 64.50
12	3149-0488	Clayton Chemical Sauget, IL Loading Dem: Unloading Dem:	River Cement Festus, MO Three-fourths (3/4) hour Three and one-fourth (3 1/4) hours	5200 G	Waste	F/C 43.00 43.00	214.00 32.25 139.75
12	3149-0175	Clayton Chemical Sauget, IL Unloading Dem:	Continental Cement Hannibal, MO Three-fourths (3/4) hour	5533 G	Waste	F/C 43.00	401.00 32.25
12	3671539	Harvard Interior St. Louis, MO Loading Dem:	Clayton Chemical Sauget, IL Two and one-half (2 1/2) hours	89 Dr.	Waste	F/C 43.00	208.00 107.50
12	--	In Plant Transfer at Sauget, IL Four (4) hours				43.00	172.00
13	3149-0176	Clayton Chemical Sauget, IL Unloading Dem:	Continental Cement Hannibal, MO Two (2) hours	5533 G	Waste	F/C 43.00	401.00 86.00

CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 005
SCHIBER TRUCK  
 (NAME OF CARRIER)
SCAC SHBI Date 2-3-92

TO: Consignee <u>CLAYTON CHEMICAL CO</u>	FROM: Shipper <u>KOCH PIPELINE INC</u>
Street <u>#1 MOBILE AVE</u>	Street <u>R# 1</u>
Destination <u>SAUGET ILL Zip 62201</u>	Origin <u>EAGLEVILLE MO Zip 64442</u>

Route: \_\_\_\_\_ Vehicle Number \_\_\_\_\_

HM	Kind of Packages Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
1 X	T/T OIL, NOS COMBUSTIBLE LIQUID  NA 1270 4007A				5200 GAL		
NOTE; THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE B098							
Received Clayton Chemical 2-4-92 Harry							

Remit C.O.D. to: Address: _____ City: _____ State: _____ Zip: _____	C.O.D. FEE: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> \$
---	--

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ Per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier will not make delivery of the shipment without payment of freight and all other lawful charges. (Signature of Consignor) _____	FREIGHT CHARGES PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/>
--	--	---

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.  
Per \_\_\_\_\_

## SPECIAL INSTRUCTIONS:

SHIPPER: KOCH PIPELINE INC  
 PER: Wm O. England  
 DATE: 2-3-92

EMERGENCY RESPONSE  
 TELEPHONE NUMBER: (816) 878-6953

## PLACARDS REQUIRED

## PLACARDS SUPPLIED

COMBUSTIBLE
☐ YES ☒ NO - FURNISHED BY CARRIER  
 DRIVERS SIGNATURE:

CARRIER: SCHIBER TRUCK CO  
 PER: Larry E. Clark  
 DATE: 2-3-92

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 1785.90

CONTAINS HAZARDOUS MATERIALS

KPL - 014

# SCHIBER

uck Company, Inc.  
68  
d, Illinois 62048

Phone: (618) 254-2514  
Fax: (618) 254-6057

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-09  
DATE: Feb. 10, 1992  
PAYMENT DUE: Feb. 25, 1992

Date	B/L	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
07	006	Koch Pipeline Eagleville, MO Loading Dem: Trailer Storage	Clayton Chemical Sauget, IL Five and one-half (5 1/2) hours Charge 2-08 thru 2-11-92 (4 days)	4706 G	Waste	F/C 60.00 90.00	1028.00 330.00 360.00
07	4508403	U.S. Tool Desloge, MO	Clayton Chemical Sauget, IL	1440 G	Waste	F/C	331.00
07	1384-0050	Union Electric Labadie, MO Loading Dem: Unloading Dem: Deadhead Mileage	Clayton Chemical Sauget, IL Three (3) hours One (1) hour Charge - 60 miles	6012 G	Waste	8.46 43.00 43.00 1.25	508.62 129.00 43.00 75.00
06	LUST-0007	Missouri DNR Eureka, MO One Stopover:	Research Oil Cleveland, OH	#4818 494 G	Waste	F/C	1529.00
	14120-0001	Midland Equities St. Louis, MO Return to Midland Equities to pump out pit Four and one-half (4 1/2) hours Unloading Dem:	Research Oil Cleveland, OH Four and three-fourths (4 3/4) hours	2850 G	Waste	F/C 60.00 60.00	33.00 270.00 285.00
TOTAL							\$17715.11

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 206

SCAC \_\_\_\_\_ Date 2-7-92

Date 2.7.92

**FROM:**  
Shipper KOCH PIPELINE, INC.

Street RT. 1

Origin      EAGLEVILLE    MO      Zip

Vehicle Number

### LABELS REQUIRED

NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER  
40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098

4907A

Collect ☐ \$

Subject to Section 7 of the conditions, if the shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement:  
The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

<input type="checkbox"/>	PREPAID	<input type="checkbox"/>	COLLECT
--------------------------	---------	--------------------------	---------

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

**KOCH PIPELINE, INC.**

Per \_\_\_\_\_

COMBUSTIBLE

☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE: *[Signature]*

CARRIER: SCHIBER TRUCK COMPANY, INC.

PER: *[Signature]* SCHUBERT BROS. CO.

DATE: 8-7-92

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 81-1817

**KPL - 016**



# SCHIBER

Company, Inc.

nois 62048

Phone: (618) 254-2514

Fax: (618) 254-6057

D: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-10

DATE: Feb. 17, 1992

PAYMENT DUE: March 3, 1992

ite	B/L	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
	007	Koch Pipeline Eagleview, MO	Clayton Chemical Sauget, IL	5200 G	Waste	F/C	1028.0
		Loading Dem:	Five and one-fourth (5 1/4) hours	(2-12-92)		43.00	225.7
		Layover Charge on 2-12-92					95.0
		Loading Dem:	Five and one-fourth (5 1/4) hours	(2-13-92)		43.00	225.7
		Unloading Dem:	Three and one-half (3 1/2) hours			43.00	150.5
-13	4142928	Nascote Industry Nashville, IL	Clayton Chemical Sauget, IL	78 Dr.	Waste	F/C	234.0
2-14	--	In Plant Transfer of product at Clayton Chemical				43.00	344.0
		Eight (8) hours					
2-14	3149-0178	Clayton Chemical Sauget, IL	Continental Cement Hannibal, MO	5332 G	Waste	F/C	401.0
		Loading Dem:	Three and one-half (3 1/2) hours			60.00	210.0
		Unloading Dem:	One (1) hour			60.00	60.0
2-14	3149-0177	Clayton Chemical Sauget, IL	Continental Cement Hannibal, MO	5334 G	Waste	F/C	401.0
		Unloading Dem:	One (1) hour			43.00	43.0
2-14	3142-0489	Clayton Chemical Sauget, IL	River Cement Festus, MO	5575 G	Waste	F/C	214.0
		Loading Dem:	Four and one-fourth (4 1/4) hours			43.00	182.0
		Unloading Dem:	Three and one-half (3 1/2) hours			43.00	150.0
						TOTAL	\$9248.0

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 007

SCAC \_\_\_\_\_ Date \_\_\_\_\_

**TO:**  
Consignee CLAYTON CHEMICAL COMPANY

**FROM:**  
Shipper KOCH PIPELINE, INC.

Street #1 MOBILE AVENUE

Street RT. 1

Destination SAUGET, IL Zip

Origin EAGLEVILLE, MO Zip 64520

Route:	Vehicle Number
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HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS, PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
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ONE		OIL, NOS.,					
T/T	X	COMBUSTIBLE LIQUID, NA 1270					

TOTAL GALLONS: 5200

NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER  
40 CFR PART 266, MISSOURI SPECIAL WASTE CODE D098

4907A

Remit C.O.D. to:

**Address:**

City: State: Zip:

**COD** Amt: \$ Prepaid ☐  
Collect ☐ \$

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**C.O.D. FEE:**Prepaid ☐

Collect ☐ \$

**FREIGHT CHARGES:**

PREPAID	COLLECT
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RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the said carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SPECIAL INSTRUCTIONS:

**PLACARDS  
REQUIRED** **COMBUSTIBLE**

PLACARDS SUPPLIED ☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE:

SHIPPER: KOCH PIPELINE INC

PER: [Signature]

DATE: 27392

CARRIER: SCHIBER TRUCK COMPANY, INC.

PER: Alan Dwyer

DATE: CV 3/13/92

**EMERGENCY RESPONSE 816 878-6953**

TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 172.604

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 018**

# SCHIBER

Schiber Truck Company, Inc.  
P.O. Box 68  
Hartford, Illinois 62048

Phone: (618) 254-2514  
Fax: (618) 254-6057

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-11  
DATE: Feb. 24, 1992  
PAYMENT DUE: March 10, 1992

Date	B/L	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
2-20	4480450	United Tech. Iowa City, IA Loading Dem:	Clayton Chemical Sauget, IL One (1) hour	2755 G	Waste	F/C 60.00	834.0 60.0
2-19	3149-0491	Clayton Chemical Sauget, IL Unloading Dem: Weight Fee Load rejected and returned to Clayton Chemical Trailer Storage	River Cement Festus, MO Three-fourths (3/4) hour	5773 G	Waste	F/C 43.00 75.00	219.0 32.2 5.0 109.5 150.0
2-20	3149-0182	Clayton Chemical Sauget, IL Loading Dem: Unloading Dem:	Continental Cement Hannibal, MO One-half (1/2) hour One-half (1/2) hour	5500 G	Waste	F/C 43.00 43.00	401.0 21.5 21.5
2-20	4142930	Nascote Industry Nashville, IL Loading Dem:	Clayton Chemical Sauget, IL One-half (1/2) hour	88 Dr.	Waste	F/C 43.00	234.0 21.5
2-21	3149-0183	Clayton Chemical Sauget, IL Unloading Dem:	Continental Cement Hannibal, MO One-half (1/2) hour	5533 G	Waste	F/C 43.00	401.0 21.5
2-21	--	Move trailers at One and one-half	Clayton Chemical docks (1 1/2) hours			43.00	64.
2-15	008	Koch Pipeline Eagleville, MO Unloading Dem:	Clayton Chemical Sauget, IL Twelve (12) hours	5650 G	Waste	F/C 43.00	1028. 516.
2-15	009	Koch Pipeline Eagleville, MO Loading Dem: Trailer Storage	Clayton Chemical Sauget, IL One (1) hour Charges 2-16 thru 2-18-92 (3 days)	5600 G	Waste	F/C 43.00 75.00	1028. 43. 225.
2-15	010	Koch Pipeline Eagleville, MO Loading Dem: Trailer Storage	Clayton Chemical Sauget, IL One and one-half (1 1/2) hours Charges 2-16 thru 2-19-92 (4 days)	4658 G	Waste	F/C 43.00 75.00	1028. 64. 300.

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 009

SCAC \_\_\_\_\_ Date 9-13-92

Street	#1 MOBILE AVENUE	Street	RT. 1
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Destination	SAUGET, IL	Zip	Origin	EAGLEVILLE, MO	Zip
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Route: \_\_\_\_\_ Female Number 756-164

HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
1	1000	1	1000	1000	1000
2	2000	2	2000	2000	2000
3	3000	3	3000	3000	3000
4	4000	4	4000	4000	4000
5	5000	5	5000	5000	5000
6	6000	6	6000	6000	6000
7	7000	7	7000	7000	7000
8	8000	8	8000	8000	8000
9	9000	9	9000	9000	9000
10	10000	10	10000	10000	10000
11	11000	11	11000	11000	11000
12	12000	12	12000	12000	12000
13	13000	13	13000	13000	13000
14	14000	14	14000	14000	14000
15	15000	15	15000	15000	15000
16	16000	16	16000	16000	16000
17	17000	17	17000	17000	17000
18	18000	18	18000	18000	18000
19	19000	19	19000	19000	19000
20	20000	20	20000	20000	20000
21	21000	21	21000	21000	21000
22	22000	22	22000	22000	22000
23	23000	23	23000	23000	23000
24	24000	24	24000	24000	24000
25	25000	25	25000	25000	25000
26	26000	26	26000	26000	26000
27	27000	27	27000	27000	27000
28	28000	28	28000	28000	28000
29	29000	29	29000	29000	29000
30	30000	30	30000	30000	30000
31	31000	31	31000	31000	31000
32	32000	32	32000	32000	32000
33	33000	33	33000	33000	33000
34	34000	34	34000	34000	34000
35	35000	35	35000	35000	35000
36	36000	36	36000	36000	36000
37	37000	37	37000	37000	37000
38	38000	38	38000	38000	38000
39	39000	39	39000	39000	39000
40	40000	40	40000	40000	40000
41	41000	41	41000	41000	41000
42	42000	42	42000	42000	42000
43	43000	43	43000	43000	43000
44	44000	44	44000	44000	44000
45	45000	45	45000	45000	45000
46	46000	46	46000	46000	46000
47	47000	47	47000	47000	47000
48	48000	48	48000	48000	48000
49	49000	49	49000	49000	49000
50	50000	50	50000	50000	50000
51	51000	51	51000	51000	51000
52	52000	52	52000	52000	52000
53	53000	53	53000	53000	53000
54	54000	54	54000	54000	54000
55	55000	55	55000	55000	55000
56	56000	56	56000	56000	56000
57	57000	57	57000	57000	57000
58	58000	58	58000	58000	58000
59	59000	59	59000	59000	59000
60	60000	60	60000	60000	60000
61	61000	61	61000	61000	610

ONE		OIL, NOS.,						
T/T	X	COMBUSTIBLE LIQUID, NA 1270						

TOTAL GALLONS: 5617

NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER

40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.

407A

Remit C.O.D. to:	C.O.D. FEE:
------------------	-------------

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**COD** Amt: \$ \_\_\_\_\_

Prepaid ☐  
Collect ☐ \$ \_\_\_\_\_

**NOTE** - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

**ROCK PIPELINE, INC.**

Per \_\_\_\_\_

SPECIAL INSTRUCTIONS: PLACARDS ☒ YES ☐ NO - FURNISHED BY CARRIER

SHIPPER: KOCH PIPELINE, INC.	CARRIER: SCHLIER TRUCK COMPANY, INC.
------------------------------	--------------------------------------

PER: Line 0. [Signature] BARBER PROOF COMPANY, INC.

DATE: 2-15-92

EMERGENCY RESPONSE TELEPHONE NUMBER: 816 878-6953

PLACARDS REQUIRED **COMBUSTIBLE**

PLACARDS SUPPLIED ☒ YES ☐ NO — FURNISHED BY CARRIER  
X8 DRIVERS SIGNATURE:

CARRIER, SCHLIER TRUCK COMPANY, INC.

PER: [Signature]

DATE: 2.15.93

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 337.100

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 020**

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 010

SCAC \_\_\_\_\_ Date 2/15/92

Date 2/15/92

**FROM:**  
Shipper **KOCH PIPELINE, INC.**

Street	RT. 1
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Origin	EAGLEVILLE, MO	Zip
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Route: \_\_\_\_\_ Number 155-165

Vehicle Number 755-165

HM		Kind of Packages Description of Articles (If Hazardous Materials Proper Shipping Name)	Hazard Class	ID Number	Packing Group	Weight	Rate	Labels Required
ONE T/T	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270				4658	9	
		TOTAL GALLONS: 4658						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER						
		40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		4907A						

Remit C.O.D. to:  
Address:  
City: State: Zip:

**COD** Amt: \$

**C.O.D. FEE:**  
Prepaid ☐  
Collect ☐ \$

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

\_\_\_\_\_  
(Signature of Consignor)

**FREIGHT CHARGES**  
PREPAID ☒ COLLECT ☐

RECEIVED, subject to the classifications and lawfully listed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

Per \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

**PLACARDS  
REQUIRED** **COMBUSTIBLE**

**PLACARDS SUPPLIED** ☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE:

SHIPPER: KOCH PIPELINE INC

PER: 

DATE: 7-5-92

CARRIER: SCHIBER TRUCK COMPANY, INC.

PER: TERRY WOLFE TERRY WOLFE

DATE: 02-15-92

EMERGENCY RESPONSE 816 878-6953  
TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 503.75

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 021**

# SCHIBER

er Truck Company, Inc.  
Box 88  
Martford, Illinois 62048

**Phone: (618) 254-2514**  
**Fax: (618) 254-6057**

TO: Clayton Chemical Company  
#1 Mobile Avenue  
Sauget, IL 62201

INVOICE NO: 92-11

DATE: Feb. 24, 1992

**PAYMENT DUE:** March 10, 1999

Date	BL #	Origin	Destination	Gallons or Pounds	Commodity	Rate	Amount
0		Transfer product at Clayton Chemical #776					
		Nine and one-half (9 1/2) hours				43.00	408.50
7	011	Koch Pipeline Eagleville, MO	Clayton Chemical Sauget, IL	5516 G	Waste	F/C	1028.00
		Loading Dem:	Five (5) hours			60.00	300.00
		Unloading Dem:	Six and one-half (6 1/2) hours			60.00	390.00
7	012	Koch Pipeline Eagleville, MO	Clayton Chemical Sauget, IL	5773 G	Waste	F/C	1028.00
		Loading Dem:	Four (4) hours			43.00	172.00
		Layover Charge on 2-17-92				95.00	95.00
		Loading Dem:	Five (5) hours			43.00	215.00
		Trailer Storage Charge 2-19-92 thru 2-24-92 (6 days)				75.00	450.00
7	013	Koch Pipeline Eagleville, MO	Clayton Chemical Sauget, IL	5517 G	Waste	F/C	1028.00
		Loading Dem:	Two (2) hours			60.00	120.00
		Layover Charge on 2-17-92				95.00	95.00
		Loading Dem:	Seven and three-fourths (7 3/4) hours			60.00	465.00
		Unloading Dem:	One and three-fourths (1 3/4) hours			60.00	105.00
		Trailer Storage Charge on 2-19-92				90.00	90.00
7	014	Koch Pipeline Eagleville, MO	Clayton Chemical Sauget, IL	5773 G	Waste	F/C	1028.00
		Loading Dem:	Six (6) hours			43.00	258.00
		Layover Charge on 2-19				95.00	95.00
		Loading Dem:	Nine (9) hours			43.00	387.00
		Unloading Dem:	Three and one-half (3 1/2) hours			43.00	150.50
		Trailer Storage Charge 2-21 (1 days)				75.00	75.00
7	015	Koch Pipeline Eagleville, MO	Clayton Chemical Sauget, IL	4479 G	Waste	F/C	1028.00
		Loading Dem:	Three (3) hours			60.00	180.00
		Layover Charge on 2-19				95.00	95.00
		Loading Dem:	Eleven (11) hours			60.00	660.00
		Unloading Dem:	Seven (7) hours			60.00	420.00
		Trailer Storage Charge on 2-21-92				75.00	75.00
						TOTAL	\$21,371.25



**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 012

SCAC \_\_\_\_\_ Date 2-78-92

Date 2-78-92

**FROM:**  
Shipper KOCH PIPELINE, INC.

Street RT. 1

Origin EAGLEVILLE, MO Zip 64503

Vehicle  
Number

4907A

DATE: 02-18-92

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

1126.00

**KPL - 024**



CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 013SCHIBER TRUCK COMPANY, INC.  
(NAME OF CARRIER)SCAC \_\_\_\_\_ Date 2-8-92

TO: Consignee CLAYTON CHEMICAL COMPANY

FROM: Shipper KOCH PIPELINE, INC.

Street #1 MOBILE AVENUE

Street RT. 1

Destination SAUGET, IL Zip \_\_\_\_\_

Origin EAGLEVILLE, MO Zip \_\_\_\_\_

Route: \_\_\_\_\_

Vehicle Number \_\_\_\_\_

ONE T/T	HM	Kind of Packages, Description of Articles (If Hazardous Materials, Proper Shipping Name)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
X		OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: <u>5517</u>						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266, MISSOURI SPECIAL WASTE CODE D098.						
		<u>4907A</u>						
		<u>Jim Doherty</u>						

Remit C.O.D. to:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

COD Amt: \$ \_\_\_\_\_

C.O.D. FEE:

Prepaid ☐Collect ☐ \$ \_\_\_\_\_

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

FREIGHT CHARGES

PREPAID ☒ COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named material is properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per \_\_\_\_\_

PLACARDS REQUIRED

COMBUSTIBLE

SPECIAL INSTRUCTIONS: \_\_\_\_\_

PLACARDS SUPPLIED

YES ☒ NO ☐ - FURNISHED BY CARRIER

DRIVERS SIGNATURE: \_\_\_\_\_

SHIPPER: KOCH PIPELINE, INC.

PER: C. O. DohertyDATE: 2-18-92

CARRIER: SCHIBER TRUCK COMPANY, INC.

PER: Jim DohertyDATE: 2-18-92EMERGENCY RESPONSE 816 878-6953  
TELEPHONE NUMBER: \_\_\_\_\_

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

1005.30

CONTAINS HAZARDOUS MATERIALS

KPL - 025

CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 014
 SCHIBER TRUCK COMPANY, INC.  
 (NAME OF CARRIER)

SCAC \_\_\_\_\_

Date 2-20-92

<b>TO:</b> Consignee CLAYTON CHEMICAL COMPANY		<b>FROM:</b> Shipper KOCH PIPELINE, INC.	
Street #1 MOBILE AVENUE		Street RT. 1	
Destination SAUGET, IL Zip _____		Origin EAGLEVILLE, MO Zip _____	
Route: _____		Vehicle Number _____	

ONE T/T	HM	Kind of Packages Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
ONE T/T	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: <u>5773</u>						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		<u>4907A</u>						
		<i>[Signature]</i>						

Remit C.O.D. to: Address: _____ City: _____ State: _____ Zip: _____	<b>COD Amt: \$</b>	<b>C.O.D. FEE:</b> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> \$
NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ Per _____	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.  (Signature of Consignor) _____	<b>FREIGHT CHARGES</b> PREPAID <input checked="" type="checkbox"/> COLLECT <input type="checkbox"/>

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named material was properly classified, described, packaged, marked and labeled and are in proper condition for shipment on public highways in accordance with the regulations of the Department of Transportation.  
Per \_\_\_\_\_

SPECIAL INSTRUCTIONS:

PLACARDS  
REQUIRED

COMBUSTIBLE

PLACARDS  
SUPPLIEDYES ☒ NO ☐ - FURNISHED BY CARRIER  
DRIVERS SIGNATURE: \_\_\_\_\_

SHIPPER: KOCH PIPELINE, INC.

PER: *[Signature]*DATE: 2-20-92

CARRIER: SCHIBER TRUCK COMPANY, INC.

PER: *[Signature]*DATE: 02-20-92EMERGENCY RESPONSE 816 878-6953  
TELEPHONE NUMBER: \_\_\_\_\_Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).  
1164.85

CONTAINS HAZARDOUS MATERIALS

KPL - 026

CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 015
 SCHIBER TRUCK COMPANY, INC.  
 (NAME OF CARRIER)

SCAC \_\_\_\_\_

Date \_\_\_\_\_

**TO:**  
 Consignee CLAYTON CHEMICAL COMPANY
**FROM:**  
 Shipper KOCH PIPELINE, INC.
Street #1 MOBILE AVENUEStreet RT. 1Destination SAUGET, IL Zip \_\_\_\_\_Origin EAGLEVILLE, MO Zip \_\_\_\_\_

Route: \_\_\_\_\_

Vehicle  
Number \_\_\_\_\_

ONE T/T	HM	Kind of Packages Description of Articles (If HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
X		OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: <u>4479</u>						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		<u>4907A</u>						
		<u>Susan Rickthall</u>						

Remit C.O.D. to:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**COD Amt: \$**

C.O.D. FEE:

Prepaid ☐Collect ☐ \$

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

 Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

FREIGHT CHARGES

PREPAID ☐ COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

KOCH PIPELINE, INC.

SPECIAL INSTRUCTIONS:

 PLACARDS  
 REQUIRED

COMBUSTIBLE

 PLACARDS  
 SUPPLIED

☒ YES ☐ NO — FURNISHED BY CARRIER  
 DRIVERS SIGNATURE:
SHIPPER: KOCH PIPELINE, INC.PER: [Signature]DATE: 2-20-92CARRIER: SCHIBER TRUCK COMPANY, INC.PER: [Signature]DATE: 2-20-92
 EMERGENCY RESPONSE  
 TELEPHONE NUMBER: 816 878-6953

 Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). 1675.40

CONTAINS HAZARDOUS MATERIALS

KPL - 027

CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's No. 016SCHIBER TRUCK COMPANY, INC.  
(NAME OF CARRIER)SCAC \_\_\_\_\_ Date 2-21-92TO: Consignee CLAYTON CHEMICAL COMPANYFROM: Shipper KOCH PIPELINE, INC.Street #1 MOBILE AVENUEStreet RT. 1Destination SAUGET, IL Zip \_\_\_\_\_Origin EAGLEVILLE, MO Zip \_\_\_\_\_

Route: \_\_\_\_\_

Vehicle Number \_\_\_\_\_

ONE T/T	HM	Kind of Packages Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
ONE T/T	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: <u>5500</u>						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		<u>4907A</u>						
		<u>D. Sattly</u>						

Remit C.O.D. to:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

COD Amt: \$ \_\_\_\_\_

C.O.D. FEE:

Prepaid ☐Collect ☐ \$ \_\_\_\_\_

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor) \_\_\_\_\_

FREIGHT CHARGES

PREPAID ☒ COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable provisions of the Department of Transportation.

Per KOCH PIPELINE, INC.

SPECIAL INSTRUCTIONS: \_\_\_\_\_

PLACARDS REQUIRED

COMBUSTIBLE

PLACARDS SUPPLIED

☒ YES ☐ NO - FURNISHED BY CARRIER  
DRIVERS SIGNATURE: \_\_\_\_\_
SHIPPER: KOCH PIPELINE, INC.PER: Curt A. KunkelDATE: 2-21-92CARRIER: SCHIBER TRUCK COMPANY, INC.PER: Larry R. ClarkDATE: 2-21-92

EMERGENCY RESPONSE 816 878-6953  
TELEPHONE NUMBER: \_\_\_\_\_

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

CONTAINS HAZARDOUS MATERIALS

KPL - 028

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 017

**SCAC**

Date, 7.7.92

**FROM:**  
Shipper KOCH PIPELINE, INC.

**Street**      **RT. 1**

Origin	EAGLEVILLE, MO	Zip
--------	----------------	-----

Vehicle  
Number

HM		Kind of Packages	Description of Articles	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
ONE T/T	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270							
		TOTAL GALLONS: 5517							
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER							
		40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.							
		4907A							

**Address:**

City: State: Zip:

**COD** Amt: \$

Prepaid ☐  
Collect ☐ \$

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

\_\_\_\_\_  
(Signature of Consignor)

**FREIGHT CHARGES**  
PREPAID ☒ COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

**SPECIAL INSTRUCTIONS:**

## PLACARDS REQUIRED

COMBUSTIBLE

PLACARDS  
SUPPLIED

☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE:

SHIPPER: KOCH PIPELINE INC

PER: *[Signature]*

DATE: 2-22-93

**CARRIER:** SCHIBER TRUCK COMPANY, INC.

PER: *[Signature]*

DATE: 5.22.85

**EMERGENCY RESPONSE** 816 878-6953  
**TELEPHONE NUMBER:** ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 029**

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Shipper's No. 018  
Carrier's No. 757 + 164  
Date 018  
2-22-82

SCHIBER TRUCK COMPANY, INC.  
(NAME OF CARRIER)

SCAC

Date \_\_\_\_\_

**TO:**  
Consignee      CLAYTON CHEMICAL COMPANY

**FROM:**  
Shipper

Street #1 MOBILE AVENUE

Street RT. 1

Destination SAUGET, IL Zip

Origin **EAGLE BUTTE, MO** Zip

**Route:**

Vehicle  
Number

		Kind of Packages Description of Articles (If Hazardous Materials Proper Shipping Name)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
ONE T/T	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: 5555						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		4907A						

Remit C.O.D. to:

**Address:**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**COD** Amt: \$**C.O.D. FEE:**Prepaid ☐☐ Collect \$

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$	Per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**FREIGHT CHARGES**

PREPAID	COLLECT
---------	---------

— 222 —

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with the applicable regulations of the Department of Transportation

**KOCH PIPELINE, INC.**

Per \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

## PLACARDS REQUIRED

COMBUSTIBLE

**PLACARDS  
SUPPLIED**

☒ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE:

SHIPPER: KOCH PIPELINE INC

PER: [Signature]

DATE: 2-22-92

~~CARRIER: SCHIBER TRUCK COMPANY, INC.~~

PER: Perry Salas

DATE: 2-22-97

EMERGENCY RESPONSE 816 878-6953  
TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 030**

CONTAINS HAZARDOUS MATERIALS

# STRAIGHT BILL OF LADING

## ORIGINAL - NOT NEGOTIABLE

#165

Shipper's No. \_\_\_\_\_

Carrier's No. 020

SCHIBER TRUCK COMPANY, INC.

SCAC \_\_\_\_\_

Date \_\_\_\_\_

(NAME OF CARRIER)

**TO:**  
 Consignee CLAYTON CHEMICAL COMPANY
**FROM:**  
 Shipper KOCH PIPELINE, INC.
Street #1 MOBILE AVENUEStreet RT. 1Destination SAUGET, IL Zip \_\_\_\_\_Origin EAGLEVILLE, MO Zip \_\_\_\_\_

Route: \_\_\_\_\_

Vehicle Number 760-165

ONE T/T	HM	Kind of Packages Description of Articles (If HAZARDOUS MATERIALS - PROPER SHIPPING NAME)	HAZARD CLASS	ID Number	PACKING GROUP	WEIGHT	RATE	LABELS REQUIRED
X	X	OIL, NOS., COMBUSTIBLE LIQUID, NA 1270						
		TOTAL GALLONS: <u>5650</u>						
		NOTE: THIS MATERIAL IS SUBJECT TO EPA REGULATION UNDER 40 CFR PART 266. MISSOURI SPECIAL WASTE CODE D098.						
		<i>Susan Fickel</i>						

Remit C.O.D. to:

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

**COD Amt: \$**

C.O.D. FEE:

Prepaid ☐Collect ☐ \$
 NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding  
 \$ \_\_\_\_\_ Per \_\_\_\_\_

 Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:  
 The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

FREIGHT CHARGES

PREPAID ☒ COLLECT ☐

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named material is properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.

Per \_\_\_\_\_

SPECIAL INSTRUCTIONS:

PLACARDS  
REQUIRED

COMBUSTIBLE

PLACARDS  
SUPPLIED
☒ YES ☐ NO - FURNISHED BY CARRIER  
 DRIVERS SIGNATURE:
SHIPPER: KOCH PIPELINE, INC.PER: Carol A. BlandDATE: 2-23-92CARRIER: SCHIBER TRUCK COMPANY, INC.PER: Rick RenoDATE: 2-28-92

EMERGENCY RESPONSE 816 878-6953

TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

CONTAINS HAZARDOUS MATERIALS

KPL - 031

**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No. 021

SCAC \_\_\_\_\_ Date 2-25-92

**FROM:** Shipper KOCH PIPELINES INC.

**Street** RT. 1

Origin EAGLEVILLE, Mo. Zip 64442

Vehicle Number

Remit C.O.D. to: Address: City:                      State:                      Zip:		<div style="font-size: 2em; font-weight: bold; margin: 0;">COD</div> <div style="margin: 0;">Amt:    \$</div>	<div style="font-weight: bold; margin: 0;">C.O.D. FEE:</div> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> \$
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ Per _____		<div style="font-size: 0.8em; margin: 0;">           Subject to Section 7 of the conditions, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement            The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges         </div> <div style="border-top: 1px solid black; margin-top: 5px; text-align: center;">           (Signature of Consignor)         </div>	
		<div style="font-weight: bold; margin: 0;">FREIGHT CHARGE</div> <div style="display: flex; justify-content: space-between; margin: 0;"> <div style="text-align: center;">             PREPAID  <input type="checkbox"/> </div> <div style="text-align: center;">             COLLECT  <input type="checkbox"/> </div> </div>	

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation

Per \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

SHIPPER: KOCH PIPELINES INC.

PER: ~~2-20-93~~ (inc O. G. Enlow)

DATE: 2-25-92

**EMERGENCY RESPONSE**  
**TELEPHONE NUMBER:** (816) 878-6053

## PLACARDS REQUIRED

PLACARDS  
SUPPLIED

☐ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE:

CARRIER: SCHIBER TRUCK COMPANY INC.

PER: Mike K. Adams

DATE: 2-25-75

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

**KPL - 032**





**STRAIGHT BILL OF LADING**  
**ORIGINAL - NOT NEGOTIABLE**

Carrier's No.

**SCAC**

**Date**

**FROM:**  
Shipper KOCH PIPELINES INC.

Street \_\_\_\_\_ RT 1

Origin EAGLEVILLE, MO. Zip

Vehicle Number 761-178

[illegible]

City: State: Zip:

**COD** Amt: \$☐ Collect ☐ \$

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

\$	Per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

PREPAID	COLLECT
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1000000

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

**SPECIAL INSTRUCTIONS:**

## PLACARDS REQUIRED

**PLACARDS SUPPLIED** ☐ YES ☐ NO — FURNISHED BY CARRIER  
DRIVERS SIGNATURE: \_\_\_\_\_

CARRIER: SCHIBER TRUCK CO. INC.

PER:

DATE: 7-27-97

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604). *R. Allen*

TELEPHONE NUMBER: (816) 878-6053

**CONTAINS HAZARDOUS MATERIALS**

**KPL - 034**

WCL NOS NA 1270 Oil # 4907A



KOCH 3-23

#	<del>50</del> Gals	↑ .50/gal Disp Chg.	Demurr.	Total
003	5,500	2750.00	1213.80	3963.80
004	5516	2758.00	1032.30	3790.30
005	5200	2600.00	1785.80	4385.80
006	4706	2353.00	861.80	3214.80
007	5200	2600.00	869.50	3469.50
008	5650	2825.00	670.40	3495.40
009	5617	2808.50	397.60	3206.10
010	4658	2329.00	503.75	2832.75
011	5516	2758.00	861.80	3619.80
012	5773	2886.50	1128.00	4014.50
013	5517	2758.50	1065.30	3823.80
014	5773	2886.50	1164.85	4051.35
015	4479	2239.50	1675.80	3915.30
		<u>34552.50</u>	<u>13230.70</u>	<u>47783.2</u>

Total inv. amt for loads 003 thru 015  
\$47,783.20. Not including Charges  
for trailer clean-out.

KPL - 035

152/14

109,257 × .50 54,628.50

# 35,337

109,257 × .55 60,091.35

← 9467 ✓

WCL NOS NA 1270 OIL  
#4907A

Based on current .30/gal

KOCH BOL

CCC Price

001		1654.80
002		981.30
003	5500	1650.00
004	5516	1654.80
005	5200	1560.00
006	4706	1411.80
007	5200	1560.00
008	5650	1695.00
009	5617	1685.10
010	4658	1397.40
011	5516	1654.80
012	5773	1731.90
013	5517	1655.10
014	5773	1731.90
015	4479	1343.70

23,367.60

017	5517
019	5024
018	5555
021	5100

Dowell - Schuler.

( ) = unloading  
[ ] = Trailer storage  
\* = layover charge

Koch Bol

Schiber Frt chg

[ 001	1088.00	]	
002	1628.00		(145.00)
003	2038.00		(495.00)
004	1873.00		(480.00)
005	2558.00		(1290.00)
006	1718.00	[360.00]	
007	1725.00	(150.50) * 95.00	
008	1544.00	(516.00)	
009	1296.00	[225.00]	
010	1392.50	[300.00]	
011	1718.00	(390.00)	
012	1960.00	[450.00] * 95.00	
013	1903.00	(105.00) [90.00] * 95.0	
014	1993.50	(150.50) [75.00] * 95.0	
015	2458.00	(420.00) [75.00] * 95.0	
<hr/>			
26,893.00			

4907A

50¢/gal + all freight (+10%)

First 15 loads

Schiber Total Frt charge	26,893.00
CCC Total Charge (Based on original .30/gal Frt + incl.)	23,367.60
CCC Profit	<3,525.40

16	5500	2750.00
17	5517	2758.50
18	5555	2777.50
19	5024	2512.00
20	5650	2825.00
21	5100	2550.00



#	<del>510</del> Gals	$\uparrow$ .50/gal Disp Chg.	Demurr.	Total
003	5,500	2750.00	1213.80	3963.80
004	5516	2758.00	1032.30	3790.30
005	5200	2600.00	1785.80	4385.80
006	4706	2353.00	861.80	3214.80
007	5200	2600.00	869.50	3469.50
008	5650	2825.00	670.40	3495.40
009	5617	2808.50	397.60	3206.10
010	4658	2329.00	503.75	2832.75
011	5516	2758.00	861.80	3619.80
012	5773	2886.50	1128.00	4014.50
013	5517	2758.50	1065.30	3823.80
014	5773	2886.50	1164.85	4051.35
015	4479	2239.50	1675.80	3915.30
		<hr/> 34552.50	<hr/> 13230.70	<hr/> 47783.2

Total inv. amt for loads 003 thru 015  
\$47,783.20. Not including Charges  
for trailer clean-out.

**SHIPMENTS FROM KOCH PIPELINE, EAGLEVILLE, MISSOURI  
TO CLAYTON CHEMICAL COMPANY, SAUGET, IL<sup>1/</sup>**

<b>Shipping Date</b>	<b>Carrier Number</b>	<b>Quantity (in gallons)</b>
January 28, 1992	001	5516 Gallons
January 28, 1992	002	3271 Gallons
February 2, 1992	003	5500 Gallons
February 3, 1992	004	5516 Gallons
February 3, 1992	005	5200 Gallons
February 7, 1992	006	4706 Gallons
February 13, 1992	007	5200 Gallons
February 15, 1992	008	5650 Gallons
February 15, 1992	009	5600 Gallons
February 15, 1992	010	4658 Gallons
February 18, 1992	011	5516 Gallons
February 18, 1992	012	5773 Gallons
February 18, 1992	013	5517 Gallons
February 18, 1992	014	5773 Gallons
February 18, 1992	015	4479 Gallons
February 21, 1992	016	5500 Gallons
February 22, 1992	017	5517 Gallons
February 22, 1992	018	5555 Gallons
???	019? <sup>2/</sup>	5024 Gallons?
February 23, 1992	020	5650 Gallons

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<sup>1/</sup> Information obtained from Schiber Truck Company invoices, bills of lading and shipping orders filed with Clayton Chemical Site documents, which are currently maintained at Thompson Coburn Law Offices in St. Louis, Missouri.

<sup>2/</sup> In the documents referenced in footnote 1 there are four handwritten pages (one two-sided) the author and date of which are unknown. These pages appear to list Schiber Truck Company's bills of lading for shipments from Koch, and there are references to a possible bill of lading No. 019 for an amount of 5024 gallons. The handwritten sheets do not identify a date associated with this possible shipment.



February 25, 1992	021	5100 Gallons
February 27, 1992	022	5773 Gallons
February 27, 1992	023	2050 Gallons